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**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

In re: James Eric Johnson	xxx-xx-2773	§	Case No: 19-41008-13
4036 Reed Street		§	Date: 3/8/2019
Fort Worth, TX 76119		§	
		§	Chapter 13
		§	
Sheneva Faye Johnson	xxx-xx-1515		
4036 Reed Street			
Fort Worth, TX 76119			

Debtor(s)

**DEBTOR'S(S') CHAPTER 13 PLAN
 (CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- This *Plan* does not contain any *Nonstandard Provisions*.
- This *Plan* contains *Nonstandard Provisions* listed in Section III.
- This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$790.00**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**

Plan Term: **60 months**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Plan Base: **\$47,400.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Applicable Commitment Period: **60 months**

Case No: 19-41008-13

Debtor(s): James Eric Johnson
Sheneva Faye Johnson**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, Debtor(s) hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$790.00 per month, months 1 to 60.

For a total of \$47,400.00 (estimated "Base Amount").

First payment is due 4/7/2019.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:
\$0.00.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$0.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

DSO CLAIMANTS	SCHED. AMOUNT	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT <u>\$</u> <u> </u> PER MO.
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- C. **ATTORNEY FEES:** To Allmand Law Firm, PLLC, total: \$3,700.00;
\$231.00 Pre-petition; \$3,469.00 disbursed by the *Trustee*.

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Debtor(s): James Eric Johnson

Sheneva Faye Johnson

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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Exeter Finance Corp \$10,937.00 \$8,225.00 6.50% Pro-Rata
2013 KIA Optima (approx. 106,000 miles)

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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OneMain Financial \$13,785.83 6.50% Pro-Rata
2008 Dodge Avenger (approx. 166,000 miles)

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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Debtor(s): James Eric Johnson

Sheneva Faye Johnson

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral*/described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Regional Acceptance Co	2013 Audi Q5 (approx. 46,000 miles)	\$25,447.28
Tarrant County Tax Assessor	4036 Reed Street Fort Worth, TX 76119	\$979.63

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$10,000.00	Month(s) 1-56	Pro-Rata

I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
1st American	\$244.00	
Ad Astra Recovery	\$1,120.00	
Ad Astra Recovery	\$866.00	
Atlas Credit	\$573.99	
Atlas Credit Co, Inc	\$730.00	
Build Card	\$506.00	
Capital One	\$192.00	
Capital One	\$197.91	
Cba Collection Bureau	\$438.00	
Clinical Pathology Lab.	\$14.50	
Clinical Pathology Laboratories, Inc	\$14.50	
Colonial Finance	\$480.00	

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Commonwealth Financial Systems	\$105.00
Continental Finance Co	\$681.00
Covington Credit/smcc	\$381.00
Credence Resource Management	\$1,193.00
Credit One Bank	\$485.00
Credit Systems International, Inc	\$538.00
Credit Systems International, Inc	\$122.00
Credit Systems International, Inc	\$112.00
Credit Systems International, Inc	\$104.00
Credit Systems International, Inc	\$95.00
Credit Systems International, Inc	\$50.00
Credit Systems International, Inc	\$50.00
Credit Systems International, Inc	\$50.00
Credit Systems International, Inc	\$40.00
Credit Systems International, Inc	\$30.00
Credit Systems International, Inc	\$30.00
Credit Systems International, Inc	\$28.00
Credit Systems International, Inc	\$24.00
Credit Systems International, Inc	\$24.00
Credit Systems International, Inc	\$19.00
Credit Systems International, Inc	\$15.00
Debt Recovery Solution	\$102.00
Dfas-cl Indianapolis	\$474.00
Emblem/atlanticus	\$129.00
ERC/Enhanced Recovery Corp	\$214.00
Exeter Finance Corp	\$2,712.00 Unsecured portion of the secured debt (Bifurcated)
Fed Loan Services	\$6,005.55
FedLoan Servicing	\$6,185.00
First Premier Bank	\$792.00
First Premier Bank	\$708.00
First Premier Bank	\$538.00
First Premier Bank	\$503.00
First Premier Bank	\$499.50
First Premier Bank	\$734.67
FirstLoan.com	\$300.00
Fort Worth Finance	\$335.00
Genesis Bc/celtic Bank	\$301.00
Gold Star Finance	\$738.00
I C System Inc	\$944.00
I C System Inc	\$198.72
Master Finance	\$420.00
Master Finance	\$819.71
Medical Clinic of North Texas PLLC	\$30.00
Medical Clinic of North Texas PLLC	\$30.00
Merrick Bank/CardWorks	\$1,132.00

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MidAmerica Bank & Trust Company	\$261.00
MidAmerica Bank & Trust Company	\$250.00
Omega Rms	\$1,272.00
Progressive Leasing	\$170.08
Santander Consumer USA	\$13,374.00
System	\$198.72
Texan Credit	\$1,021.00
Texan Credit Corp	\$911.88
Texas Trust Credit Uni	\$104.00
Texas Trust Credit Uni	\$911.88
Total	\$291.33
United Revenue Corp	\$94.00
United Revenue Corp	\$77.00
United Revenue Corp	\$77.00
United Revenue Corp	\$77.00
United Revenue Corp	\$73.00
United Revenue Corp	\$63.00
United Revenue Corp	\$63.00
United Revenue Corp	\$63.00
United Revenue Corp	\$52.00
Usaa Federal Savings Bank	\$236.00
USMD	\$30.00
World Finance	\$475.64
World Finance	\$475.64

TOTAL SCHEDULED UNSECURED: \$55,228.22The Debtor(s)' estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 6%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
Genesis Fin/Jareds	Assumed	\$0.00		
Progressive Leasing	Assumed	\$170.08	Direct Pay	

SECTION II
DEBTOR(S)' CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the *Base Amount*.

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Debtor(s): James Eric Johnson
Sheneva Faye Johnson**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

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Debtor(s): James Eric Johnson

Sheneva Faye Johnson

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

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Debtor(s): James Eric Johnson

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N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

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U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Weldon Reed Allmand

Weldon Reed Allmand, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Weldon Reed Allmand

Weldon Reed Allmand, Debtor's(s') Counsel

24027134

State Bar Number

Allmand Law Firm, PLLC
 860 Airport Freeway, Suite 401
 Hurst, TX 76054

Bar Number: **24027134**
 Phone: **(214) 265-0123**

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

Revised 10/1/2016

IN RE: **James Eric Johnson** **xxx-xx-2773** **§** CASE NO: **19-41008-13**
 4036 Reed Street
 Fort Worth, TX 76119
§
§
§
§

Sheneva Faye Johnson **xxx-xx-1515**
 4036 Reed Street
 Fort Worth, TX 76119

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: **3/8/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$790.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$78.50	\$79.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$98.70	\$0.00
Subtotal Expenses/Fees	\$182.20	\$79.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$607.80	\$711.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Exeter Finance Corp	2013 KIA Optima (approx. 106,000)	\$10,937.00	\$8,225.00	1.25%	\$102.81
OneMain Financial	2008 Dodge Avenger (approx. 166)	\$13,785.83	\$3,475.00	1.25%	\$43.44

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$146.25**

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Payments for Current Post-Petition Mortgage Payments (Conduit):					\$0.00

Case No: 19-41008-elm13
 Debtor(s): James Eric Johnson
 Sheneva Faye Johnson

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					\$0.00

TOTAL PRE-CONFIRMATION PAYMENTS**First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$146.25
Debtor's Attorney, per mo:	\$461.55
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$146.25
Debtor's Attorney, per mo:	\$564.75
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 3/20/2019

/s/ Weldon Reed Allmand

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson
Debtor

CASE NO. 19-41008-13

Sheneva Faye Johnson
Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 21, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Weldon Reed Allmand

Weldon Reed Allmand
Bar ID:24027134
Allmand Law Firm, PLLC
860 Airport Freeway, Suite 401
Hurst, TX 76054
(214) 265-0123

1st American xxxxxxxxx9602 2019 8th Ave Fort Worth, TX 76110	Atlas Credit Co, Inc xxxxxxxx3008 Attn: Bankruptcy 914 W Front St Tyler, TX 75702	Capital One xxxx-xxxx-xxxx-5346 PO Box 60599 City of Industry, CA 91716
Ad Astra Recovery xxx5331 7330 West 33rd Street North Suite 118 Wichita, KS 67205	Attorney General of Texas Bankruptcy Collection Division PO Box 12017 Austin, TX 78711	Cba Collection Bureau xxxx2568 Attn: Bankruptcy PO Box 100039 Kennesaw, GA 30156
Ad Astra Recovery xxx2996 7330 West 33rd Street North Suite 118 Wichita, KS 67205	Build Card xxxxxxxxxxxx4071 Attn: Bankruptcy PO Box 9203 Old Bethpage, NY 11804	Clinical Pathology Lab. xxxx8786 P.O. Box 141669 Austin, TX 78714-1669
Atlas Credit 4843 1715 W. Berry ST Fort Worth, TX 76110	Capital One xxxxxxxxxxxx5346 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Clinical Pathology Laboratories, Inc xxxx8786 Po Box 141669 Austin, TX 78714

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13****Sheneva Faye Johnson***Joint Debtor*CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #1)

Colonial Finance xxxxxx0001 2721 8Th Ave Suite 103 Fort Worth, TX 76110	Credit Systems International, Inc xxxxx5075 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx7708 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Commonwealth Financial Systems xxxxxx60N1 Attn: Bankruptcy 245 Main Street Dickson City, PA 18519	Credit Systems International, Inc xxxxx3674 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx5986 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Continental Finance Co xxxxxxxxxxx1623 PO Box 8099 Newark, DE 19714	Credit Systems International, Inc xxxxx6258 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx1307 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Covington Credit/smc xxxxxxxxxx9210 701 W Berry St Ste 109 Ft Worth, TX 76110	Credit Systems International, Inc xxxxx1508 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx4593 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Credence Resource Management xxxxx9267 PO Box 2300 Southgate, MI 48195	Credit Systems International, Inc xxxxx5729 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx2943 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Credit One Bank xxxxxxxxxxxx5526 ATTN: Bankruptcy Department PO Box 98873 Las Vegas, NV 89193	Credit Systems International, Inc xxxxx2150 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx3041 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004
Credit Systems International, Inc xxxxx2303 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx5582 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	Credit Systems International, Inc xxxxx9796 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson
Debtor

CASE NO. 19-41008-13

Sheneva Faye Johnson
Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE
(Continuation Sheet #2)

Credit Systems International, Inc xxxxx2113 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004	FedLoan Servicing xxxxxxxxxxxx0001 Attn: Bankruptcy PO Box 69184 Harrisburg, PA 17106	First Premier Bank xxxx-xxxx-xxxx-1648 P.O. Box 5519 Sioux Falls, SD 57117-5179
Debt Recovery Solution xxxxxxxxxxxx8972 Attn: Bankruptcy 6800 Jericho Turnpike Suite 113E Syosset, NY 11791	First American Finance 1801 W. Berry Ft. Worth, TX 76110	FirstLoan.com P.O. Box 14504 Santa Rosa, CA 95402
Dfas-cl Indianapolis xxxxx2773 Attn: Customer Service Dept 3300 8899 E 56 St Indianapolis, IN 46249	First Premier Bank xxxx-xxxx-xxxx-6207 PO Box 5529 Sioux Falls, SD 57117	Fort Worth Finance xxx3-001 1807 W Berry Fort Worth, TX 76110
Emblem/atlanticus xxxxxxxxxxxx7569 Pob 105555 Atlanta, GA 30348	First Premier Bank xxxx-xxxx-xxxx-1648 PO Box 5529 Sioux Falls, SD 57117	Genesis Bc/celtic Bank xxxxxxxxxxxx5820 Attn: Bankruptcy 268 South State Street Ste 300 Salt Lake City, UT 84111
ERC/Enhanced Recovery Corp xxxxx5447 Attn: Bankruptcy 8014 Bayberry Road Jacksonville, FL 32256	First Premier Bank xxxxxxxxxxxx2858 PO Box 5529 Sioux Falls, SD 57117	Genesis Financial/Jared xxxxxxxxxxxx0587 Genesis FS Card Services PO Box 4477 Beaverton, OR 97076
Exeter Finance Corp xxxxxxxxxxxxx1001 Attn: Officer or Managing Agent PO Box 166008 Irving, TX 75016	First Premier Bank xxxxxxxxxxxx0902 PO Box 5529 Sioux Falls, SD 57117	Gold Star Finance xxxx-xx5-1NL 1604 W Berry Fort Worth, Tx76110
Fed Loan Services P.O Box 69184 Harrisburg, PA 17106-9184	First Premier Bank xxxx-xxxx-xxxx-0902 PO Box 5529 Sioux Falls, SD 57117-5529	I C System Inc xxxxxxx9001 Attn: Bankruptcy PO Box 64378 St Paul, MN 55164

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13**Sheneva Faye Johnson*Joint Debtor*CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #3)

I C System Inc xxxxxxxxx2-1-29 Attn: Bankruptcy PO Box 64378 St Paul, MN 55164	Merrick Bank/CardWorks xxxxxxxxxxxx0078 Attn: Bankruptcy PO Box 9201 Old Bethpage, NY 11804	Santander Consumer USA xxxxxxxxxxxxxx1000 Attn: Bankruptcy PO Box 961245 Fort Worth, TX 76161
Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346	MidAmerica Bank & Trust Company xxxxxxxxxxxx7254 Attn: Bankruptcy 216 West Second St Dixon, MO 65459	System xxxxx5525 P.O Box 64437 St. Pau, MN 55164-0437
Internal Revenue Service Centralized Insolvency Operations PO Box 21126 Philadelphia, PA 19114	MidAmerica Bank & Trust Company xxxxxxxxxxxx5719 Attn: Bankruptcy 216 West Second St Dixon, MO 65459	Tarrant County Tax Assessor Attn: Officer or Managing Agent 100 E. Weatherford Fort Worth, TX 76196
James Eric Johnson 4036 Reed Street Fort Worth, TX 76119	Omega Rms xx3492 7505 W Tiffany Springs Parkway Kansas City, MO 64153	Texan Credit xxxxxxxxxxxx6154 Po Box 130 Timpson, TX 75975
Master Finance 157 1326 North York Street Muskogee, Ok 74403	OneMain Financial xxxxxxxxxxxx7319 Attn: Officer or Managing Agent 601 NW 2nd Street Evansville, IN 47708	Texan Credit Corp xxxxx4484 1615 W. Berry Street Fort Worth, TX 76110
Master Finance 2381 S Collins St Arlington, TX 76014	Progressive Leasing xxxx0878 PO BOX 43110 Salt Lake City, UT 84141-3110	Texas Alcoholic Beverage Comm Licences and Permits Division P.O. Box 13127 Austin, TX 78711-3127
Medical Clinic of North Texas PLLC xx7162 P.O. Box 580199 Charlotte, NC 28258	Regional Acceptance Co xxxx8001 Attn: Officer or Managing Agent PO Box 1487 Wilson, NC 27894	Texas Trust Credit Uni xxxxxxxxxxxxxx0301 1900 Country Club Lane Mansfield, TX 76063

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13****Sheneva Faye Johnson***Joint Debtor***CHAPTER 13****CERTIFICATE OF SERVICE**

(Continuation Sheet #4)

Texas Trust Credit Uni 1113 1615 W. Berry Fort Worth, TX 76110	United Revenue Corp xxx6655 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx8223 204 Billings St Suite 120 Arlington, TX 76010
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Tim Truman Standing Chapter 13 Trustee 6851 N.E Loop 820 Suit 300 North Richland Hills, TX 76180	United Revenue Corp xxx4250 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx7841 204 Billings St Suite 120 Arlington, TX 76010
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Total xxxx-xxxx-7254 PO Box 631 Amarillo, TX 79105	United Revenue Corp xxx5385 204 Billings St Suite 120 Arlington, TX 76010	United States Attorney - NORTH 3rd Floor, 1100 Commerce St. Dallas, TX 75242
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United Revenue Corp xxx5905 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx1565 204 Billings St Suite 120 Arlington, TX 76010	US Attorney General US Department of Justice 950 Pennsylvania Ave, NW Washington, DC 20530
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United Revenue Corp xxx2319 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx9631 204 Billings St Suite 120 Arlington, TX 76010	Usaa Federal Savings Bank xxxxxxxxxxxx9118 Attn: Bankruptcy 10750 McDermott Freeway San Antonio, TX 78288
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United Revenue Corp xxx2996 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx7628 204 Billings St Suite 120 Arlington, TX 76010	USMD xx7162 PO Box 580199 Charlotte, NC 28258
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United Revenue Corp xxx8764 204 Billings St Suite 120 Arlington, TX 76010	United Revenue Corp xxx8224 204 Billings St Suite 120 Arlington, TX 76010	World Finance x8000 1601 W. Berry Street, Suite 201 Fort Worth, TX 76110
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